

Attachment "2"

Construction Schedule

<u>Landlord's Task</u>	<u>Completion Date</u>
I. Landlord's delivery of the final Civil Plans for the Shopping Center and architectural scale building elevations for the remainder of the Shopping Center.	11/30/06
Landlord's delivery of the Geotechnical Report and the Environmental Report.	11/20/06
Landlord's delivery of the Geotechnical Reliance Letter and the Environmental Reliance Letter.	11/20/06
II SITE DELIVERY WORK	3/1/07
Landlord's Delivery of the Land to Circuit City with pad certification; construction of all-weather construction access road to the Land, staging area* and curbcuts in Circuit City's Preferred Area; installation of temporary utilities; and completion of Site Delivery Work, including approval for all curbcuts.	
III REMAINDER OF LANDLORD'S WORK	
Construction and installation of: permanent utilities including permanent telephone service and storm water drainage.	4/10/07
Construction and installation of: paving (including heavy-duty paving), curbing, and exterior lighting.	5/21/07
Construction and installation of: landscaping, and pylon sign(s) identifying the Shopping Center.	5/21/07

- \* All-weather staging area shall be constructed of stone or lime stabilized subgrade. Staging area will be relocated and reduced to by half 90 days after delivery of the land.

Attachment "3"

Site Delivery Work Certificate

To: Circuit City Stores, Inc.  
Deep Run I  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President-Real Estate

Re: Circuit City Store/[Location]

Ladies and Gentlemen:

The undersigned, as Landlord has caused "Delivery of the Land" to occur on \_\_\_\_\_, \_\_\_\_\_, and accordingly, completion of the Site Delivery Work, all in accordance with the terms of the Site Design Requirements dated \_\_\_\_\_, \_\_\_\_\_ (the "Site Design Requirements"). Specifically the undersigned hereby certifies that: (i) the grading of the Land and Common Areas has occurred in accordance with the Site Design Requirements, and the Building Pad has been prepared strictly in accordance with the Soils Report; (ii) the Staging Area has been completed and (iii) an all-weather construction access road to the Land no less than 24 feet width has been prepared and is ready for your use.

All conditions precedent to issuance of your building permit have been satisfied by Landlord, and we certify that all elements of the Site Delivery Work and Delivery of the Land have been satisfied in accordance with the Site Design Requirements.

LANDLORD:

\_\_\_\_\_,  
a \_\_\_\_\_

By:

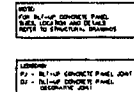
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attachment "4"

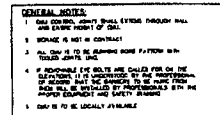
Floor Plan and Elevations

(attached)

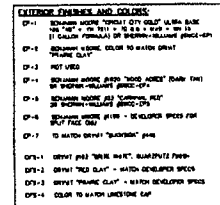
[illegible]



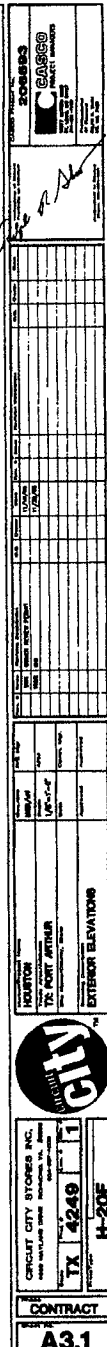
WHS 1 1/8-5-6



SCALE: 1/8"=1'-0"



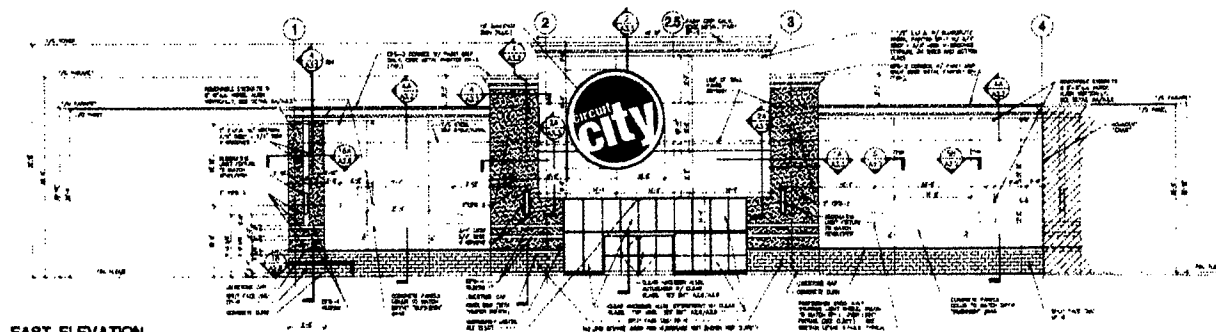
SCALE: 1/8"=1'-0"



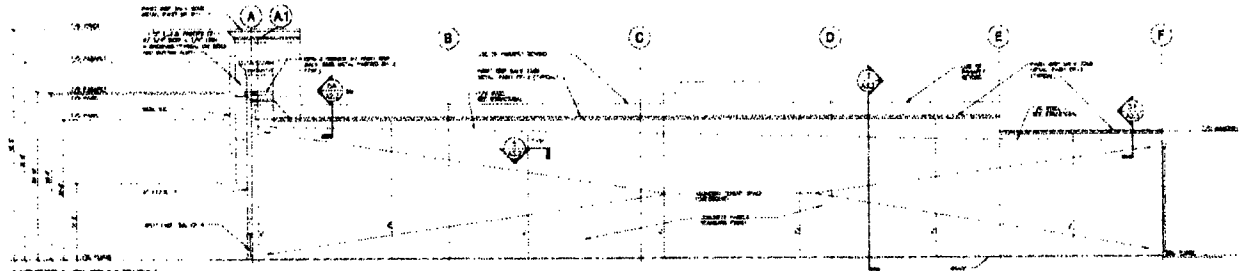
Attachment "5"

Sign Plans

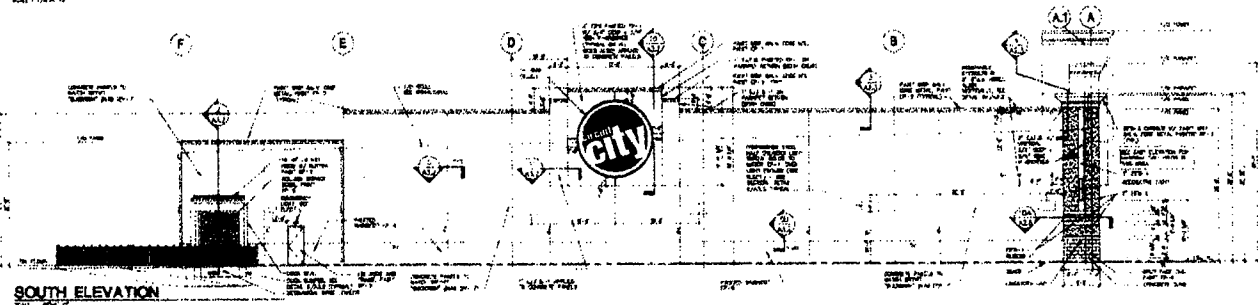
(attached)



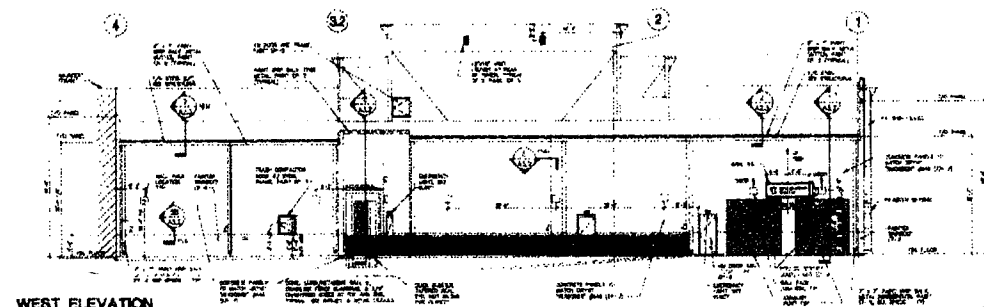
**EAST ELEVATION**



**NORTH ELEVATION**



**SOUTH ELEVATION**



**WEST ELEVATION**

/B9185-C City#4249-Port Arthur TX

Created exclusively for:

**CIRCUIT CITY**

**#4249**

Address:

**711 MAIN STREET**

City

**PORT ARTHUR**

State:

**TX**

Sign Location:

Account Rep.

**STEVE BERRYMAN**

Client's Approval

Date

Landlord's Approval

Date

Design No.:

**US 69185**

Sheet No.

**1 of 4**

Date

**11/27/06**

Rev. Date

Designer:

**EIT**

Scale

**AS NOTED**

THESE DRAWINGS ARE THE PROPERTY OF SIGNS AND SHOULD BE KEPT IN A SAFE PLACE. ANY REPRODUCTION OR ALTERATION WITHOUT THE WRITTEN PERMISSION OF SIGNS IS PROHIBITED.



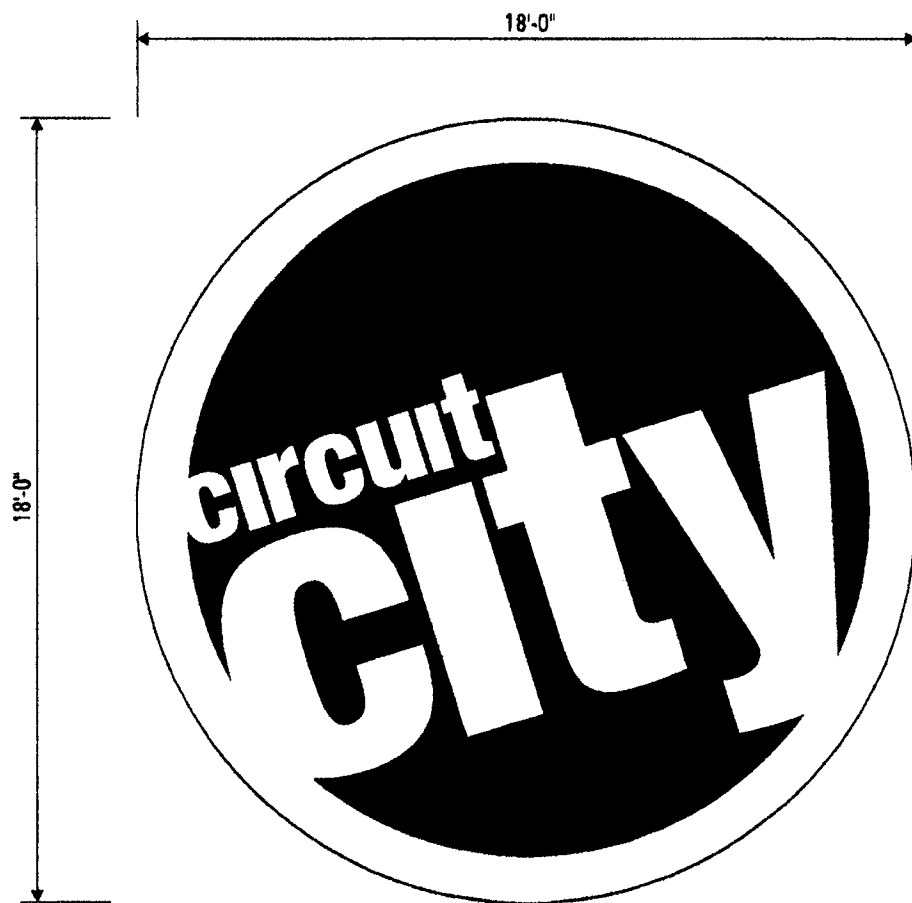
**Corporate Office**  
1800 Bering, Ste. 700  
Houston, TX 77057  
713-977-7900  
FAX: 713-977-7903

**Dallas Regional Office**  
2220 San Jacinto Blvd.  
Denton, TX 76205  
940-380-9153  
FAX: 940-380-9395

**Austin Regional Office**  
328 Canyon Circle Dr.  
Canyon Lake, TX 78133  
830-825-4166  
FAX: 830-825-4175

**Buffalo Regional Office**  
1408 Sweet Home Rd., Ste 8  
Amherst, NY 14228  
716-889-7000  
FAX 716-889-0779

The undersigned hereby certifies that the above drawings were prepared by him or her or under his or her direct supervision and that he or she is a duly licensed professional engineer or architect in the State of Texas.



LOGO LAYOUT - SIGN 1 ( FRONT - EAST ELEVATION )

Scale 1/4" = 1'-0"

### GENERAL SPECIFICATIONS

#### *Illuminated single-sided logo.*

Fabricated aluminum construction cabinet with zero bleed retaining system. Painted matte white # N-202 acrylic polyurethane from Matthews paint. Translucent white flexible substrate (3M Panaflex or equal) with digitally printed graphics. Internally illuminated with H.O. fluorescent lamps. Logo to be flush mounted to building fascia with fasteners & mounting hardware as req'd.

**\* (1) Sign req'd.**

1'-0"

### END ELEVATION :

Scale 1/4" = 1'-0"



Created exclusively for:

**CIRCUIT CITY**

**#4249**

Address

**711 MAIN STREET**

City

**PORT ARTHUR**

State

**TX**

Sign Location

Account Rep :

**STEVE BERRYMAN**

Client's Approval

Date

Landlord's Approval

Date

Design No.:

**US 69185**

Sheet No.:

**2 of 4**

Date

**11/27/06**

Rev. Date

Designer

**EIT**

Scale

**AS NOTED**

REMARKS: WORK ON APPROXIMATE SCHEDULE  
AND SUBJECT TO LOCAL PERMITS AND  
CITY ORDINANCES.



**Corporate Office**  
1800 Bering, Ste. 700  
Houston, TX 77067  
713-977-7600  
FAX: 713-977-7603

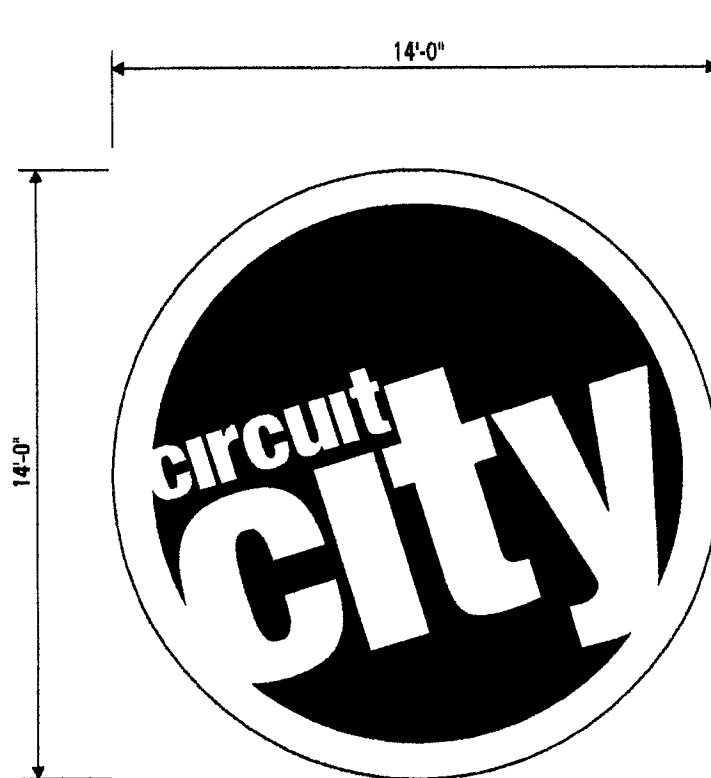
**Dallas Regional Office**  
2220 San Jacinto Blvd.  
Denton, TX 76205  
940-380-9153  
FAX: 940-380-9395

**Austin Regional Office**  
326 Canyon Circle Dr.  
Canyon Lake, TX 78133  
830-635-4168  
FAX: 830-635-4175

**Buffalo Regional Office**  
1408 Sweet Home Rd., Ste 9  
Amherst, NY 14226  
716-689-7000  
FAX: 716-689-0779

This plan shows a general layout only. It is not a contract. The actual work to be done is to be determined by the local authorities and the client. The client is responsible for obtaining all necessary permits and approvals. The client is also responsible for providing all necessary information and materials. The client is responsible for the final design and construction of the sign.





**LOGO LAYOUT - SIGN 2 ( SIDE - SOUTH ELEVATION )**

Scale 1/4" = 1'-0"

### GENERAL SPECIFICATIONS

#### *Illuminated single-sided logo.*

Fabricated aluminum construction cabinet with zero bleed retaining system. Painted matte white # N-202 acrylic polyurethane from Matthews paint. Translucent white flexible substrate (3M Panaflex or equal) with digitally printed graphics. Internally illuminated with H.O. fluorescent lamps. Logo to be flush mounted to building fascia with fasteners & mounting hardware as req'd.

\* (1) Sign req'd.

1'-0"

### END ELEVATION :

Scale 1/4" = 1'-0"



Created exclusively for  
**CIRCUIT CITY**  
**#4249**

Address  
**711 MAIN STREET**

City  
**PORT ARTHUR**

State  
**TX**

Sign Location

Account Rep.  
**STEVE BERRYMAN**

Client's Approval Date

Landlord's Approval Date

Design No. Sheet No.  
**US 69185 3 of 4**

Date Rev Date  
**11/27/06**

Designer Scale  
**EIT AS NOTED**

PLEASE VERIFY ALL DIMENSIONS, COLORS, AND FINISHES TO MATCH EXISTING AND APPROVED BY CLIENT



**Corporate Office**  
1800 Bering, Ste. 700  
Houston, TX 77067  
713-977-7900  
FAX: 713-977-7903

**Dallas Regional Office**  
2220 San Jacinto Blvd.  
Denton, TX 76205  
940-380-9163  
FAX: 940-380-9395

**Austin Regional Office**  
326 Canyon Circle Dr.  
Canyon Lake, TX 78133  
830-935-4168  
FAX: 830-935-4175

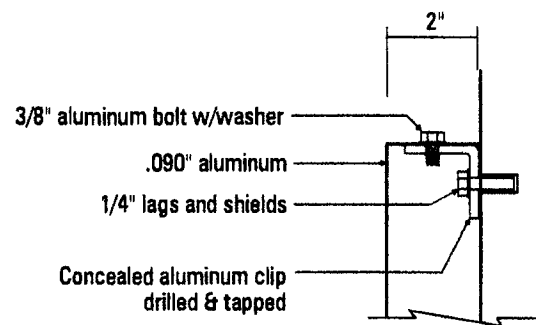
**Buffalo Regional Office**  
1408 Sweet Home Rd. - Ste 8  
Amherst, NY 14228  
716-689-7000  
FAX 716-689-0779

For installation, please refer to the following instructions:  
1. The sign must be installed on a flat surface.  
2. The sign must be installed in a location that is visible from the street.  
3. The sign must be installed in a location that is not obstructed by other signs or structures.  
4. The sign must be installed in a location that is not subject to vandalism or damage.  
5. The sign must be installed in a location that is not subject to fire or other hazards.

$$3/4" = 1'-0"$$

## GENERAL SPECIFICATIONS

**.090" Aluminum panel with 2" returns.  
Paint background & edges Matthews STN-202 matte white.  
Logo is digitally printed Scotchprint on white vinyl.  
Copy is 3M # 220-13 Tomato red vinyl.  
Mount sign against wall with concealed fasteners as shown.**



## DETAIL

n.t.s.

Created exclusively for  
**CIRCUIT CITY**  
**#4249**

Address **711 MAIN STREET**

City. **PORT ARTHUR**

State TX

Sign Location:

Account Rep. **STEVE BERRYMAN**

Client's Approval \_\_\_\_\_ Date \_\_\_\_\_

Landlord's Approval \_\_\_\_\_ Date \_\_\_\_\_

Design No. **US 69185** Sheet No. **4 of 4**

Date \_\_\_\_\_ Rev. Date \_\_\_\_\_

11/27/06

Designer **EIT** Scale **AS NOTED**

Prof. Dr. Z. RONG C. ZHANG, Ph.D., F.R.S.  
 301, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1



**Corporate Office**  
1800 Bering, Ste. 700  
Houston, TX 77957  
713-977-7900  
FAX: 713-977-7903

**Dallas Regional Office**  
2220 San Jacinto Blvd.  
Denton, TX 76205  
940-380-9153  
FAX: 940-380-9395

**Austin Regional Office**  
326 Canyon Circle Dr.  
Canyon Lake, TX 78133  
830-935-4168  
FAX: 830-935-4175

**Buffalo Regional Office**  
1408 Sweet Home Rd.- Ste 8  
Amherst, NY 14228  
716-889-7000  
FAX 716-889-0779

Therefore, based on the fact that the use of the model of the cell is not a new method, we have used the model of the cell in the present study. The results of the present study are in line with the results of the previous studies. The results of the present study are in line with the results of the previous studies.

Attachment "6"

Survey Criteria

**ALTA SURVEY REQUIREMENTS**

- I. The Survey must be an ALTA/ACSM Land Title Survey made in accordance with (i) the most current "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM, and (ii) the requirements listed below.
- II. The Survey must contain a single perimeter metes and bounds description (with no "save and excepts") of all the land that comprises the Shopping Center. Such metes and bounds description must be based upon permanent monuments or markers either set or found which must be identified as set or found on the Survey and in the metes and bounds description. All calls to a "point" must be replaced by a set or found marker or permanent monument. If the legal descriptions for the Property contained in the Commitment for Title Insurance (the "Commitment") used by the surveyor in preparing the Survey differs from the legal description contained on the Survey, the title company will be required to revise the Commitment to match the Survey. If a lot/block description must be used pursuant to State requirements, such description must be followed by the metes and bounds description described herein.
- III. The distances, bearings and angles must be taken from a recent instrument Survey, or recently re-certified instrument Survey by a registered professional engineer or registered public surveyor.
- IV. Each and every symbol and abbreviation depicted on the Survey must be listed and identified in a Legend. Unidentified symbols and abbreviations are not acceptable. Further, each matter to be noted by symbol requires a singular symbol; use of the same symbol to denote different matters is not acceptable.
- V. The words "Point of Beginning", and, if different, "Point of Commencement", must appear on the Survey at the location of same.
- VI. All building setback lines and height restrictions, if any, including those established by restrictive covenant, recorded plat or zoning ordinance (identifying the source of each) must be shown, along with curb cuts, driveways, sidewalks, stoops and landscaping. If there are no building setback lines or height restrictions to be shown, the surveyor must state such facts in the Survey Notes. The Survey must show the height of all existing buildings and the location of all applicable setback lines.
- VII. The number of existing parking spaces must be listed in a Survey Note on the Survey, along with the number of parking spaces required by local ordinance.
- VIII. The Survey must be based upon a current Commitment for Title Insurance and refer to the Commitment, in a Survey Note, by its number and effective date and state the name of the title company issuing same. All easements and other matters of record must be

listed in the Survey Notes by book and page numbers (do not list by paragraph number in the Commitment) followed by the appropriate comment as follows: "encumbers the Property", "does not encumber the Property", or "benefits, but does not encumber the Property", whichever, is applicable. All matters contained in recorded documents that can be shown on the Survey must be located thereon and identified by the recording information for such documents. If a recorded document involves matters that cannot be shown on the drawing, the reason why such document cannot be shown must be contained in the Survey Notes, i.e., "blanket easement, unable to plot", "easement was released by document recorded in Volume \_\_\_\_ at Page \_\_\_\_", "Not a survey matter, unable to plot", etc. With respect to non-survey matters, the Survey Notes must state whether or not the document containing same encumbers or does not encumber the Property as determined by the legal description attached thereto.

- IX. The Survey must contain a Survey Note stating which Flood Zone is applicable to the Property and a description of same according the FEMA Map, i.e. "Flood C, an area of minimal flooding".
- X. All recorded easements and the recording information for same must be shown on the Survey.

The Survey must contain the following certification:

**[SURVEYOR'S CERTIFICATE]**

Certified to Circuit City Stores, Inc., a Virginia corporation ("Landlord"),  
\_\_\_\_\_, a \_\_\_\_\_ ("Title Company"), and \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_ corporation ("Title Agent"). The undersigned  
\_\_\_\_\_ (the "Surveyor") hereby certifies that (a) the Survey Plat dated  
\_\_\_\_\_, 20\_\_\_\_, prepared by the undersigned, of that certain tract of land  
consisting of \_\_\_\_\_ sq. ft., or \_\_\_\_\_ acres, in the \_\_\_\_\_  
\_\_\_\_\_, in the City of \_\_\_\_\_,  
County of \_\_\_\_\_, State of \_\_\_\_\_, and the metes and bounds  
description set forth thereon are true and correct and prepared from an actual on-the-ground  
survey of the real property (the "Property") shown thereon and has been made in accordance with  
"Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly  
established and adopted by ALTA and ACSM in 2005, and includes items 1 through 14 and 16  
through 18 of Table A thereof, and pursuant to the Accuracy Standards (as adopted by ALTA  
and ACSM and in effect on the date of this certification) of an Urban Survey; (b) such survey  
was conducted by the Surveyor or under his supervision; (c) all monuments shown thereon  
actually exist, and the location and type of material thereof are correctly shown; (d) the location  
of all streets, roads, highways and easements are as shown thereon; (e) except as shown thereon,  
there are no encroachments onto the Property or protrusions therefrom, there are no  
improvements on the Property, there are no visible easements or rights-of-way on the Property,  
there are no visible discrepancies, conflicts, shortages in area or boundary line conflicts; (f) the  
distance from the nearest intersection street or road is as shown; (g) all recorded easements have  
been correctly platted thereon; (h) the boundaries, dimensions and other details shown thereon  
are true and correct; and (i) the Property is not located in a 100-year flood plain as presently  
designated by the U.S. Corps of Engineers, or in an identified "flood prone area" as defined by  
the U.S. Department of Housing and Urban Development, pursuant to the Flood Disaster  
Protection Act of 1973, as amended, except as shown. **[Note: If no portion of the Property is  
in a flood plain, delete "except as shown" and put a period after "amended".]**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

R.P.L.S. No. \_\_\_\_\_

Attachment "7-A"

**GEOTECHNICAL RELIANCE LETTER**

\_\_\_\_\_, 200\_\_

Circuit City Stores, Inc.  
Deep Run I  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President – Real Estate

Re: \_\_\_\_\_ (the "Report")  
Project Name: Circuit City Store/[Store Location]  
Job Number: \_\_\_\_\_

Dear \_\_\_\_\_:

This will serve to confirm that \_\_\_\_\_ ("Consultant") will allow Circuit City Stores, Inc. ("Circuit City") to rely on the Report in connection with the assessment and evaluation of the subject property as fully and completely as if the Report had been prepared for and was addressed to Circuit City. Consultant acknowledges that Consultant shall not look to Circuit City for any liability of Consultant's primary client under the \_\_\_\_\_, the underlying agreement between Consultant and its primary client.

This reliance letter is given in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged. Please indicate your acceptance of these terms by signing in the space provided below and returning a copy to me.

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Circuit City Stores, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attachment "7-B"

**ENVIRONMENTAL RELIANCE LETTER**

\_\_\_\_\_, 200\_\_

Circuit City Stores, Inc.  
Deep Run I  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President – Real Estate

Re: \_\_\_\_\_ (the "Report")  
Project Name: Circuit City Store/[Store Location]  
Job Number: \_\_\_\_\_

Dear \_\_\_\_\_:

This will serve to confirm that \_\_\_\_\_ ("Consultant") will allow Circuit City Stores, Inc. ("Circuit City") to rely on the Report in connection with the assessment and evaluation of the subject property as fully and completely as if the Report had been prepared for and was addressed to Circuit City. Consultant acknowledges that Consultant shall not look to Circuit City for any liability of Consultant's primary client under the \_\_\_\_\_, the underlying agreement between Consultant and its primary client.

This reliance letter is given in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged. Please indicate your acceptance of these terms by signing in the space provided below and returning a copy to me.

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed this \_\_\_\_ day of  
\_\_\_\_\_, 200\_\_.

Circuit City Stores, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT C-1**

Possession Date Notice

[Letterhead of Landlord]

\_\_\_\_\_, 200\_\_

[via overnight courier  
service per Article XXII of the Lease]

Circuit City Stores, Inc.  
9954 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President of Real Estate

Re: Lease Agreement dated as of \_\_\_\_\_, 200\_\_ (the "**Lease**"), between **PORT ARTHUR HOLDINGS III, LTD.**, as landlord ("**Landlord**"), and **CIRCUIT CITY STORES, INC.**, as tenant ("**Tenant**"), with respect to certain retail premises (the "**Premises**") located in The Shoppes at Port Arthur Shopping Center, Port Arthur, Texas.

Gentlemen:

In accordance with the provisions of Section 2.05(a) of the Lease, Landlord hereby informs the Tenant that the Possession Date (including, without limitation, the Delivery of the Land) shall take place at 8:00 A.M. on \_\_\_\_\_, 200\_\_. This notice shall constitute the Possession Date Notice referred to in Section 2.05 of the Lease. All capitalized terms as used in this Possession Date Notice shall have the same meaning as set forth in the Lease, unless otherwise defined in this Possession Date Notice.

**PORT ARTHUR HOLDINGS III, LTD.**, a Texas  
limited partnership

By: Port Arthur Holdings Management, LLC,  
its general partner

By: \_\_\_\_\_  
Name: Charles W. Shears  
Title: Manager

cc: Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: General Counsel  
[\_\_\_\_\_, Esq.]



EXHIBIT D

W-9 Form

**Circuit City Stores, Inc.**

**Substitute W-9 Form**

According to federal tax law, we are required to obtain taxpayer identification numbers for all individuals & businesses to whom reportable payments are made. If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. You may also be subject to a \$50 penalty imposed by the Internal Revenue Service under section 6723. Federal law on backup withholding preempts any state or local law remedies such as any right to a mechanic's lien. If you do not furnish a valid TIN or if you are subject to backup withholding, the payor is required to withhold taxes from its payment to you. Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income tax return.

**Instructions:**

1. Complete Part 1 by printing your tax information in the boxes that correspond to your tax status.
2. Complete Part 2 if you are exempt from Form 1099 Reporting
3. Complete Part 3 by filling in all lines
4. Fax this form to [ENTER YOUR FAX NUMBER HERE] or mail to Circuit City Stores, Inc.  
9954 Mayland Drive, Richmond, VA 23233.  
Attn: [ENTER YOUR NAME HERE]

Use this form only if you are a U.S. person (including U.S. resident alien).  
If you are a foreign person, use the appropriate form W-8.  
If you were a nonresident alien and have now become a resident alien, read the note below and attach a statement if necessary.

**Note to U.S. Resident Aliens who formerly were Nonresident Aliens:**  
If there is a tax treaty between the U.S. and your country and it contains a "saving clause" to exempt certain types of income from U.S. tax even after you have become a resident Alien, and you want to claim that exemption, fill out all of this form AND attach a page showing:  
1. The treaty country  
2. The treaty article about the income  
3. The article number from the "saving clause"  
4. The type and amount of the income that qualifies for the saving clause  
5. Facts that provide a sufficient explanation of why the saving clause applies

**Part 1 - Tax Status:** (complete only one row of boxes)

**Individuals:**

Individual Name (first name, middle initial, last name)

Individual's Social Security Number

(Fill out this row)

**Sole Proprietor (or an LLC with one owner):**

A sole proprietorship may have a "doing business as" trade name, but the legal name is the name of the business owner.

(Fill out this row)

Business Owners Name (REQUIRED)

Business Owner's Social Security Number

Business or Trade Name

(Required if checks should be issued to this name)

OR Employer Identification Number

**Partnership**

(or an LLC with multiple owners):

(Fill out this row)

Partnership's Name on IRS records (see IRS Mailing Label)

Partnership's Employer Identification Number

Business or Trade Name (Required if checks should be issued to this name)

**Corporation or Tax-Exempt Entity:**

(Fill out this row)

A Corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation.

Name of Corporation or Entity

Employer Identification Number

Business or Trade Name (Required if payment should be made to this name)

**Part 2 - Exemption:** If exempt from Form 1099 reporting, check your qualifying exemption reason below:

- ☐ Corporation - Note that there is no corporate exemption for medical & healthcare payments or payments for legal services
- ☐ Tax Exempt Entity under 501(a) (includes 501(c)(3) or IRA)
- ☐ The United States or any of its agencies or instrumentalities
- ☐ A State, the District of Columbia, a possession of the United States, or any of their political subdivisions or agencies

**EXHIBIT E**

Commencement Date and Expiration Date Agreement

THIS COMMENCEMENT DATE AND EXPIRATION DATE AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **PORT ARTHUR HOLDINGS III, LTD.**, a Texas limited partnership ("**Landlord**") and **CIRCUIT CITY STORES, INC.**, a Virginia corporation ("**Tenant**").

**WITNESSETH:**

WHEREAS, Landlord is the owner of a certain shopping center known as The Shoppes at Port Arthur (the "**Shopping Center**"), situated in Port Arthur, Texas;

WHEREAS, by that certain Lease Agreement dated as of \_\_\_\_\_, 200\_\_ (the "**Lease**"), Landlord leased a portion (the "**Premises**") of the Shopping Center to Tenant;

WHEREAS, Tenant is in possession of the Premises and the Term of the Lease has commenced; and

WHEREAS, under Section 2.10 of the Lease, Landlord and Tenant agreed to enter into an agreement setting forth certain information in respect of the Premises and the Lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The Commencement Date occurred on \_\_\_\_\_, 200\_\_.
2. The **Initial Lease Term** shall expire on January 31, 20\_\_, unless Tenant exercises any option to extend the Term of the Lease or unless the Lease terminates earlier as provided in the Lease.
3. The date of commencement of the **first Extension Period** shall be February 1, 20\_\_, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Term of the Lease shall expire on January 31, 20\_\_, unless Tenant exercises any option to further extend the Term of the Lease or unless the Lease terminates earlier as provided in the Lease.
4. The date of commencement of the **second Extension Period** shall be February 1, 20\_\_, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Term of the Lease shall expire on January 31, 20\_\_, unless Tenant exercises any option to further extend the Term of the Lease or unless the Lease terminates earlier as provided in the Lease.
5. The date of commencement of the **third Extension Period** shall be February 1, 20\_\_, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the

Term of the Lease shall expire on January 31, 20\_\_\_\_, unless the Lease terminates earlier as provided in the Lease.

6. The date of commencement of the **fourth Extension Period** shall be February 1, 20\_\_\_\_, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Term of the Lease shall expire on January 31, 20\_\_\_\_, unless the Lease terminates earlier as provided in the Lease.

7. Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Commencement Date and Expiration Date Agreement to be executed the date and year first above written.

**LANDLORD:**

**PORT ARTHUR HOLDINGS III, LTD.,** a  
Texas limited partnership

By: Port Arthur Holdings Management, LLC,  
its general partner

By: \_\_\_\_\_  
Name: Charles W. Shears  
Title: Manager

Date: \_\_\_\_\_

**TENANT:**

**CIRCUIT CITY STORES, INC.,** a Virginia  
corporation

By: \_\_\_\_\_  
John B. Mulleady  
Vice President, Real Estate and Construction

Date: \_\_\_\_\_

## **EXHIBIT F**

### Prohibited Uses

"Prohibited Uses" shall mean any one or more of the following uses:

(a) a bar, pub, nightclub, music hall or disco in which less than fifty percent (50%) of its space or revenue is devoted to and derived from food service;

(b) a bowling alley;

(c) a billiard or bingo parlor;

(d) a flea market;

(e) a massage parlor;

(f) a funeral home;

(g) a facility for the sale of paraphernalia for use with illicit drugs;

(h) a facility for the sale or display of pornographic material (as determined by community standards for the area in which the Shopping Center is located);

(i) an off-track betting parlor;

(j) a carnival, amusement park or circus;

(k) a gas station, car wash or auto repair or body shop (the parties specifically acknowledging that Tenant's car stereo installation facility is not included in this prohibition (k));

(l) a facility for the sale of new or used motor vehicles, trailers or mobile homes;

(m) a facility for any use which is illegal or dangerous, constitutes a nuisance or is inconsistent with an integrated, community-oriented retail and commercial shopping center;

(n) a skating rink;

(o) an arcade, pinball or computer game room (provided that retail facilities in the Shopping Center may operate no more than four (4) such electronic games incidentally to their primary operations);

(p) service-oriented offices (such as, by way of example, medical or employment offices, travel agencies, real estate agencies or dry cleaning establishments) or other non-retail uses except for offices and storage facilities incidental to a primary retail operation;

(q) a banquet hall, auditorium or other place of public assembly;

(r) a training or educational facility (including, without limitation, a beauty school, barber college, reading room, school or other facility catering primarily to students or trainees rather than customers);

(s) a theater of any kind;

(t) a facility for the sale or rental of used goods (including thrift shops, secondhand or consignment stores) or any facility selling new or used merchandise as a wholesale operation, a liquidation operation, odd lots, lot sales, factory close-outs or imperfect goods;

(u) a gymnasium, sport or health club or spa; or

(v) hotel or residential facility.

**EXHIBIT G**

Existing Leases

Landlord's lease with Ross's Dress for Less (Ross Stores, Inc.) executed on or about the date of this Lease.

**EXHIBIT H**

Existing Exclusives

None.

## EXHIBIT I

### Recognition Agreement

THIS RECOGNITION AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **PORT ARTHUR HOLDINGS III, LTD.**, a Texas limited partnership, having an address at 712 Main Street, Houston, TX 77002 ("Landlord"); **CIRCUIT CITY STORES, INC.**, a Virginia corporation, having an office at, 9950 Mayland Drive, Richmond, Virginia 23233 ("Tenant"); and \_\_\_\_\_, a [\_\_\_\_\_] [**corporation**] [**limited**] [**general**] [**partnership**], having an address at \_\_\_\_\_ ("Subtenant").

### R E C I T A L S:

A. Landlord and Tenant have entered into a certain Lease Agreement (the "Lease") dated as of \_\_\_\_\_, 200\_\_, a short form of which has been recorded in \_\_\_\_\_, which demises certain premises (the "Premises") located in the Shoppes of Port Arthur, Port Arthur, Texas, which Shopping Center is more particularly described on Exhibit A annexed hereto and made a part hereof.

B. Section 17.04 of the Lease provides that in the event Tenant subleases all or a portion of the Premises for a term of at least five (5) years, Landlord shall, upon Tenant's request, execute and deliver a Recognition Agreement among Landlord, Tenant and each such subtenant in the form attached to the Lease, in recordable form.

C. Pursuant to a Sublease dated as of \_\_\_\_\_ (the "Sublease"), Tenant has subleased [**a portion of**] the Premises to Subtenant (the "Subleased Premises").

D. The parties hereto desire to effectuate the provisions of Section 17.04 of the Lease with respect to the Sublease and the Subleased Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Landlord warrants and represents as follows:
  - (a) that it is the fee owner of the Premises,
  - (b) that the Lease is unmodified (except as may be otherwise set forth in Exhibit B annexed hereto, if any) and is in full force and effect,
  - (c) that the term of the Lease expires on \_\_\_\_\_, but is subject to \_\_\_\_\_ [ ] renewal periods of [**five (5)**] years each, and
  - (d) that Tenant is not in default under the Lease nor has any event occurred which would after notice to Tenant and the passage of time become a default of Tenant under the Lease.



2. Landlord hereby acknowledges receipt of a copy of, and consents to and approves, the Sublease and all of the terms, covenants and provisions thereof, and agrees that the exercise by Subtenant of any of its rights, remedies and options contained therein shall not constitute a default under the Lease.

3. Landlord agrees that whenever it has an obligation with respect to the Premises, or its consent or approval is required for any action of Tenant under the Lease, then, to the extent such obligation, consent or approval relates to the Subleased Premises or Subtenant's use and occupation thereof, it will perform such obligation in accordance with the terms and conditions of the Lease, and, subject to the applicable terms of the Lease, will not unreasonably withhold or unduly delay such consent or approval.

4. Landlord hereby waives and relinquishes any and all rights or remedies against Subtenant, pursuant to any lien, statutory or otherwise, that it may have against the property, goods or chattels of Subtenant in or on the Subleased Premises.

5. Any notices, consents, approvals, submissions, demands or other communications (hereinafter collectively referred to as "Notice") given under this Agreement shall be in writing. Unless otherwise required by law or governmental regulation, Notices shall be deemed given if sent by registered or certified mail, return receipt requested, or by any recognized overnight mail carrier, with proof of delivery slip, postage prepaid (a) to Landlord, at the address of Landlord as hereinabove set forth or such other address or persons as Landlord may designate by Notice to the other parties hereto, (b) to Tenant, to Circuit City Stores, Inc., 9954 Mayland Drive, Richmond, Virginia 23233, Attention: Vice President of Real Estate, with duplicate copies to Circuit City Stores, Inc., 9950 Mayland Drive, Richmond, Virginia 23233, Attention: General Counsel, and \_\_\_\_\_, or such other address or persons as Tenant may designate by Notice to the other parties hereto, and (c) to Subtenant, at the address of Subtenant as hereinabove set forth or such other address or persons as Subtenant may designate by Notice to the other parties hereto. During the period of any postal strike or other interference with the mails, personal delivery shall be substituted for registered or certified mail. All Notices shall become effective only on the receipt or rejection of same by the proper parties.

6. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

7. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and sublessees.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Recognition Agreement to be executed under seal the date first above written.

**LANDLORD:**

**PORT ARTHUR HOLDINGS III, LTD.,** a  
Texas limited partnership

By: Port Arthur Holdings Management, LLC,  
its general partner

By: \_\_\_\_\_  
Name: Charles W. Shears  
Title: Manager

**TENANT:**

**CIRCUIT CITY STORES, INC.,** a Virginia  
corporation

By: \_\_\_\_\_  
John B. Mulleady  
Vice President, Real Estate and Construction

**SUBTENANT:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally came John B. Mulleady to me known, who being by me duly sworn, did depose and say that he is the Vice President, Real Estate and Construction of **CIRCUIT CITY STORES, INC.**, the corporation described in and which executed the above instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the above instrument and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally came \_\_\_\_\_ to me  
known, who being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of  
\_\_\_\_\_, the corporation described in and which executed the above instrument  
and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_